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WISN-TV
(Milwaukee, WI)

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# ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> <u>ad</u> buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

Cand	idate/Issue	OB	AMA /	D/AR	RESIDENT	
candi	t Dates (if one folder is used per date, a separate checklist must be leted for each flight)	10/	25/12	- 10/	31/12	
						<u>Initials</u>
1.	Executed Political/Issue Advertising Agreement (BPMHL-P3 or NAB PB-1	7)		Date:		
2.	Original contract showing requested time (when available)			Date:	16/23/12	B
3.	Updated contracts as order changes.			Date:	10/29/12	De
<b>1.</b> .	Invoice of schedule as actually broadcast including amount of rebates given (exact date, time, class of time and amount for each rebate), if any	st, Ct		Date:		
			Checkl	ist Com	pleted:	
		Ву:				
		Date:				

Advertiser Ref

## CONTRACT

Contract Agreement Between: WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Greer Margolis Mitchell Burns 1010 Wisconsin Ave, Suite 800 Washington, DC 20007

Alt Order # Contract / Revision 966872 06389636 Product OBAMA 4 AMER \*SKED A Contract Dates Estimate # 10/25/12 - 10/31/12 2058 Advertiser Original Date / Revision Obama/D/President 10/23/12 / 10/23/12 Billing Cycle Billing Calendar Cash/Trade EOM/EOC Broadcast Cash Station Account Executive Sales Office WISN Will Hildebrandt HRP -Washingt Special Handling Demographic Women 25-64 IDB# Advertiser Code Product Code

> 9912856 Agency Ref

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
N 1 WISN 10/29/12 10/29/12 Dancing Preemptible with Notice	Prime Other	:30	NM 1	\$6,000.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         1         1	<u>Rate</u> \$6,000.00			
N 2 WISN 10/29/12 10/29/12 Castle Immediately Preemptible without Notice	Mon 9-10p	:30	NM 1	\$3,500.00
Week: 10/29/12 11/04/12 1 1	Rate \$3,500.00			
N 3 WISN 10/30/12 10/30/12 DanceResults	Tue 7-8p	:30	NM 1	\$6,000.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 -1 1	<u>Rate</u> \$6,000.00			
N 4 WISN 10/30/12 10/30/12 Private	Tue 9-10p	:30	NM 1	\$4,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1 1	<u>Rate</u> \$4,000.00			
N 5 WISN 10/31/12 10/31/12 Middle/Neighbor	Wed 7-8p	:30	NM 1	\$4,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	<u>Rate</u> \$4,000.00			
N 6 WISN 10/31/12 10/31/12 Modern/Suburg	Wed 8-9p	:30	NM 1	\$8,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	<u>Rate</u> \$8,500.00			, , , , , ,
N 7 WISN 10/31/12 10/31/12 Nashville	Wed 9-10p	:30	NM 1	\$4,500,00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	<u>Rate</u> \$4,500.00			,
N 8 WISN 10/25/12 10/25/12 LastResort	Thu 7-8p	:30	NM 1	\$2,225.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week	<u>Rate</u>			,

(\* Line Transactions: N = New, E = Edited, D = Deleted)

( LINE TIANSACTIONS: IN - INEW, E = EGREG, D = Detected)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



Contract / Revision Alt Order# 966872 06389636 Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

Advertiser Original Date / Revision Obama/D/President 10/23/12 / 10/23/12

Snots/

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week	Rate Type	Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1         1	<u>Rate</u> \$2,225.00				·····
N 9 WISN 10/25/12 10/25/12 Greys	Thu 8-9p	:30	NM	1	\$7,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$7,500.00				, ,
N 10 WISN 10/25/12 10/25/12 Scandal	Thu 9-10p	:30	NM	1	\$4,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$4,500.00				,
N 11 WISN 10/26/12 10/26/12 2020	Fri 9-10p	:30	NM	1	\$2,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$2,500.00				
N 12 WISN 10/28/12 10/28/12 AFHV	Sun 6-7p	:30	NM	1	\$2,500.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121 1	<u>Rate</u> \$2,500.00				
N 13 WISN 10/28/12 10/28/12 Once	Sun 7-8p	:30	NM	1	\$4,000.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121 1	<u>Rate</u> \$4,000.00				
N 14 WISN 10/28/12 10/28/12 ParkAve	Sun 9-10p	:30	NM	1	\$2,800.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$2,800.00				
N 15 WISN 10/25/12 10/28/12 Late News 10PM	10-1030p	:30	NM	3	\$5,400.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/12TFSS 3	<u>Rate</u> \$1,800.00				
N 16 WISN 10/28/12 10/28/12 Late News 10pm	10p-1030p	:30	NM	1	\$1,600.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121 1	<u>Rate</u> \$1,600.00				
N 17 WISN 10/25/12 10/26/12 Jimmy Kimmel	1130-1230a / 11P-1	:30	NM	1	\$25.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/12TF 1	<u>Rate</u> \$25.00				
N 18 WISN 10/25/12 10/26/12 ET M-F	1230a-1a	:30	MM	1	\$25.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week; 10/22/12 10/28/12TF 1	<u>Rate</u> \$25.00				
N 19 WISN 10/27/12 10/27/12 INSIDE THE HUDDLE	INSIDE HUD 1035	:30	NM	1	\$125.00
Immediately Preemptible without Notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121 1	<u>Rate</u> \$125.00				
N 20 WISN 10/27/12 10/27/12 Entertainment Tonite Weeke Immediately Preemptible without Notice	rET Weekend	:30	NM	1	\$20.00

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WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

	Alt Order # 06389636
Contract Dates 10/25/12 - 10/31/12	Estimate #
	2000

Advertiser Original Date / Revision Obama/D/President 10/23/12 / 10/23/12

*l inc	o Ch Ctout	Data Frad D	aka Danas S. O.				Spots/				
"LINE	Start Date	Date End D  End Date	ate Description		Start/End Time	Days	Length Week	Rate	Туре	Spots	Amount
Wee	ek: 10/22/12	10/28/12	Weekdays 1-	Spots/Week 1	<u>Rate</u> \$20.00						··· ·· ·· ·· ·· ·· ·· ·· ·· ·· ·· ·· ··
N 21	WISN 10/28	/12 10/28/	12 Upfront		11-1130p		:30		NM	1	\$125.00
Wee	Immediately I Start Date ek: 10/22/12	Preemptible v End Date 10/28/12	without Notice <u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$125.00				, , , , ,	•	Ψ123.00
N 22	WISN 10/27		12 BADGER v	. MICHIGAN	230p-6p		:30		NM	1	\$10,000.00
Wee	Preemptible v Start Date ek: 10/22/12	vith Notice End Date 10/28/12	Weekdays 1-	Spots/Week 1	<u>Rate</u> \$10,000.00						V 12,500,00
N 23	WISN 10/27/	12 10/27/1	2 News Sa B	ADGER	6-630pm		:30		NM	1	\$1,500.00
Wee	Preemptible v Start Date k: 10/22/12	vith Notice End Date 10/28/12	<u>Weekdays</u> 1-	Spots/Week 1	<u>Rate</u> \$1,500.00					•	<b>\$1,500.00</b>
N 24	WISN 10/27/			ORTS SAT BADO	Gl630-7p, 6-630p		:30		NM	1	\$800.00
	Immediately F Start Date k: 10/22/12	End Date 10/28/12	Weekdays 1-	Spots/Week 1	<u>Rate</u> \$800.00						
N 25	WISN 10/27/		2 ABC Prime	College Footbal	7-1030p		:30		NM	1	\$1,500.00
	Preemptible w Start Date k: 10/22/12	End Date 10/28/12	Weekdays 1-	Spots/Week 1	<u>Rate</u> \$1,500.00						
N 26	WISN 10/29/		2 News M-F 5	Sa	5-6A		:30		NM	3	\$900.00
	Preemptible w Start Date k: 10/29/12	End Date 11/04/12	Weekdays MTW	Spots/Week 3	<u>Rate</u> \$300.00						***************************************
	WISN 10/29/		2 News M-F 6	Sa	6-7A		:30		NM	3	\$2,250.00
Weel	Preemptible w Start Date k: 10/29/12	End Date 11/04/12	Weekdays MTW	Spots/Week 3	<u>Rate</u> \$750.00						
	WISN 10/29/1		2 Good Morni	ng America	7-9a		:30		NM	6	\$5,100.00
Weel	Preemptible w Start Date k: 10/29/12	End Date 11/04/12	Weekdays MTW	Spots/Week 6	<u>Rate</u> \$850.00						
	WISN 10/29/1		News M-F 4	30a	430-5a		:30		NM	2	\$80.00
Week	Preemptible w Start Date c: 10/29/12	End Date 11/04/12	Weekdays MTW	Spots/Week 2	<u>Rate</u> \$40.00						
	WISN 10/29/1		LIVE WITH	KELLY & MICHA	\9-10am		:30		NM	3	\$1,050.00
Week	c: 10/29/12	End Date 11/04/12	Weekdays MTW	Spots/Week 3	<u>Rate</u> \$350.00						
	WISN 10/29/1 Preemptible wi		? The View		10-11am		:30		NM	3	\$2,100.00
Week	<u>Start Date</u> :: 10/29/12	End Date 11/04/12	Weekdays MTW	Spots/Week 3	<u>Rate</u> \$700.00						
	WISN 10/29/1 Preemptible wi		! ANDERSON	COOPER	M-F 11A-12P		:30		NM	3	\$600.00

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Specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



Contract / Revision Alt Order# 966872 06389636 Contract Dates Product Estimate #

10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

Advertiser Original Date / Revision 10/23/12 / 10/23/12 Obama/D/President

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeS	Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         3	<u>Rate</u> \$200.00				
N 33 WISN 10/29/12 10/31/12 THE CHEW	12P-1P	:30	NM	3	\$900.00
Preemptible with Notice				•	4000.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/29/12 11/04/12 MTW 3	\$300.00				
N 34 WISN 10/29/12 10/31/12 General Hospital	1-2p	:30	NM	3	\$900.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week	Data				
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$300.00				
N 35 WISN 10/29/12 10/31/12 KATIE COURIC	M-F 2-3P	:30	NM	2	#000 00
Preemptible with Notice	141-1 2-01	.50	10101	3	\$900.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/29/12 11/04/12 MTW 3	\$300.00				
N 36 WISN 10/29/12 10/31/12 3-4p	3-4p	:30	NM	3	\$1,500.00
Preemptible with Notice					
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$500.00				
N 37 WISN 10/29/12 10/31/12 DR. OZ  Preemptible with Notice	4P-5P	:30	NM	3	\$1,500.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/29/12 11/04/12 MTW 3	\$500.00				
N 38 WISN 10/29/12 10/31/12 News M-F 5p	5-530pm	:30	NM	3	\$2,400.00
Preemptible with Notice	·		,,,	·	Ψ21700.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u>				
Week: 10/29/12 11/04/12 MTW 3	\$800.00				
N 39 WISN 10/29/12 10/31/12 News M-F 6p	6-630pm	:30	NM	3	\$3,600.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week	Data				
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$1,200.00				
N 40 WISN 10/29/12 10/31/12 Entertainment Tonight	630p-7pm	:30	NM	•	<b>60.000.00</b>
Preemptible with Notice	000p-1p111	.50	IAIAI	2	\$2,800.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u>				
Week: 10/29/12 11/04/12 MTW 2	\$1,400.00		- 1		
N 41 WISN 10/29/12 10/31/12 Late News 10PM	10-1030p	:30	NM	2	\$3,600.00
Preemptible with Notice	_				·
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$1,800.00				
N 42 WISN 10/29/12 10/31/12 Late News 1030PM					
Preemptible with Notice	1030p-11p	:30	MM	2	\$2,000.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/29/12 11/04/12 MTW 2	\$1,000.00				
N 43 WISN 10/29/12 10/31/12 Nightline	11p-1130p / 12-123	:30	NM	2	\$1,200.00
Preemptible with Notice	-			_	J.,200.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/29/12 11/04/12 MTW 2	\$600.00	·			
N 44 WISN 10/29/12 10/31/12 Jimmy Kimmel	1130-1230a / 11P-	:30	NM	2	\$50.00
Immediately Preemptible without Notice					

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	Contract / Revision 966872 /	<u>Alt Order #</u> 06389636
Contract Dates 10/25/12 - 10/31/12	Product OBAMA 4 AMER *S	Estimate # SKED 2058
Advertiser Obama/D/President	<u>[</u>	Original Date / Revision 10/23/12 / 10/23/12

*Line Ch Start Date End Date Description		Start/End Time	Days	Spots/ Length Week	Rate	Type	Spots	Amount
Start Date End Date Weekdays S Week: 10/29/12 11/04/12 MTW	Spots/Week 2	<u>Rate</u> \$25.00						
N 45 WISN 10/29/12 10/31/12 ET M-F Immediately Preemptible without Notice		1230a-1a		:30		NM	2	\$50.00
	pots/Week 2	<u>Rate</u> \$25.00						
				Totals	3		83	\$117,125.00

Time Period	# of Spots	Gross Amount	Net Amount		
10/01/12 -10/28/12	20	\$47,145.00	\$40,073.25		
10/29/12 -10/31/12	63	\$69,980.00	\$59,483.00		
Totals	83	\$117,125.00	\$99,556.25		

Signature: Date	
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## TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### BILLING AND PAYMENTS 1.

- Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. **TERMINATION**

- Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. **PREEMPTIONS**

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Statton, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

#### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

#### 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### 9. GENERAL

Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the (a)

face hereof.

(b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in
on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that party monies which may be or become payable by Advertiser or Agency, or that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on the made payment of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.

(e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]



759 N. 19th Street Milwaukee, WI 53233

And:

Greer Margolis Mitchell Burns 1010 Wisconsin Ave, Suite 800 Washington, DC 20007

	Contract / Re	evision	Alt Orde	er#
	966872	/ 1	063896	
Product			<del>  </del>	·
OBAMA 4 AMER *SKED	A			
Contract Dates	Estimate #			
10/25/12 - 10/31/12	2058			
Advertiser			Original Da	te / Revision
Obama/D/President			10/26/12	/ 10/26/12
	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC	Broadcast		Cash
	<u>Station</u>	Ассоці	nt Executive	Sales Office
	MICH		lada la	Saiso Office

Station		A against				
		Account			Sales Office	
WISN		Will Hilde	bran	dt	HRP -Washin	gt
Specia	Hand	ling			<u> </u>	$\dashv$
Demog	raphic					
Womer	1 25-64	4				
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IDD#						
IDB#		Advertise	<u>r Co</u>	<u>de</u>	Product Code	
991285	6					
Agency	Ref	<u> </u>	Ad	vertiser	Ref	-
						┙
Spots/						
Week	Ra	te T	vpe	Spots	Amoun	f
			NM	1		_
			1 1/1	'	\$6,000.0	IU

*Line Ch Start Date End Date Description  1 WISN 10/29/12 10/29/12 Dancing	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
1 WISN 10/29/12 10/29/12 Dancing Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1	Prime Other <u>Rate</u> \$6,000.00	:30	NM 1	\$6,000.00
2 WISN 10/29/12 10/29/12 Castle Immediately Preemptible without Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1	Mon 9-10p <u>Rate</u> \$3,500.00	:30	<b>NM</b> 1	\$3,500.00
3 WISN 10/30/12 10/30/12 DanceResults Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1 1	Tue 7-8p <u>Rate</u> \$6,000.00	:30	NM 1	\$6,000.00
4 WISN 10/30/12 10/30/12 Private  Preemptible with Notice  Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1 1	Tue 9-10p  Rate \$4,000.00	:30	<b>NM</b> 1	\$4,000.00
5 WISN 10/31/12 10/31/12 Middle/Neighbor Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	Wed 7-8p  Rate \$4,000.00	:30	NM 1	\$4,000.00
6 WISN 10/31/12 10/31/12 Modern/Suburg Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	Wed 8-9p  Rate \$8,500.00	:30	NM 1	\$8,500.00
7 WISN 10/31/12 10/31/12 Nashville Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	Wed 9-10p  Rate \$4,500.00	:30	NM 1	\$4,500.00
WISN 10/25/12 10/25/12 LastResort     Preemptible with Notice     Start Date	Thu 7-8p  Rate	:30	NM 1	\$2,225.00

CONTRACT

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Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the

10/26/12

/ 10/26/12



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

Contract / Revision Alt Order# 966872 06389636 Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058 <u>Advertiser</u> Original Date / Revision

	Ļ <u> </u>			4 / 1	0/20/12
Line Ch Start Date End Date Description  Start Date End Date Weekdays Spots/Week	Start/End Time	Spots/ Days Length Week	Rate Type	Spots	Amount
Week: 10/22/12 End Date Weekdays Spots/Week	<u>Rate</u> \$2,225.00				
9 WISN 10/25/12 10/25/12 Greys	Thu 8-9p	:30			
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121 1	Rate \$7,500.00	:50	NM	1	\$7,500.00
10 WISN 10/25/12 10/25/12 Scandal	Thu 9-10p				
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/23/13 10/23/19	<u>Rate</u>	:30	NM	1	\$4,500.00
	\$4,500.00				
Preemptible with Notice	Fri 9-10p	:30	NM	1	\$2,500.00
Week: 10/22/12 10/28/121- 1	<u>Rate</u> \$2,500.00		i		
12 WISN 10/28/12 10/28/12 AFHV	Sun 6-7p	:30	NM	1	£0.500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$2,500.00		Nivi	ı	\$2,500.00
13 WISN 10/28/12 10/28/12 Once	Sun 7-8p	•20			
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	Rate \$4,000.00	:30	NM	1	\$4,000.00
14 WISN 10/28/12 10/28/12 ParkAve	Sun 9-10p				
Preemptible with Notice Start Date	Rate	:30	NM	1	\$2,800.00
veek: 10/22/12 10/28/121 1	\$2,800.00				
15 WISN 10/25/12 10/28/12 Late News 10PM Preemptible with Notice	10-1030p	:30	NM	3	\$5,400.00
Start Date         End Date         Weekdays         Spots/Week           Veek: 10/22/12         10/28/12        TFSS         3	<u>Rate</u> \$1,800.00				
16 WISN 10/28/12 10/28/12 Late News 10pm	10p-1030p	:30			
Preemptible with Notice  Start Date End Date Weekdays Spots/Week Veek: 10/22/12 10/28/121 1	Rate \$1,600.00	.50	NM	1	\$1,600.00
17 MICH 10/25/42 10/20/42 #					
Preemptible with Notice	1130-1230a / 11P-	:30	MM	1	\$25.00
Veek: 10/22/12 10/28/12TF 1	<u>Rate</u> \$25.00				
18 WISN 10/25/12 10/26/12 ET M-F	1230a-1a	:30	NM		<b>.</b> ·
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Jeek: 10/22/12 10/28/12TF 1	<u>Rate</u> \$25.00		1/10/	1	\$25.00
19 WISN 10/27/12 10/27/12 INSIDE THE HUDDLE	· · · · · · · · · · · · · · · · · · ·				
Immediately Preemptible without Notice Start Date End Date Weekdays Spots/Week /eek: 10/22/12 10/28/121- 1	Rate \$125.00	:30	NM	1	\$125.00
C. Mallonia					
20 WISN 10/27/12 10/27/12 Entertainment Tonite Weeker Immediately Preemptible without Notice	⊏≀ Weekend	:30	NM	1	\$20.00

Obama/D/President

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specified.

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10/26/12

/ 10/26/12



**WISN TV** 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

Contract / Revision Alt Order# 966872 / 1 06389636 Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058 <u>Advertiser</u> Original Date / Revision

*Line Ch Start Date End Date Description	Start/End Time	Spot Days Length Wee		o Cooto	
Start Date         End Date         Weekdays         Spots/M           Week: 10/22/12         10/28/12        1-         1	<u>/eek Rate</u> \$20.00		k Nate Typ	e Spots	Amount
21 WISN 10/28/12 10/28/12 Upfront	11-1130p	:30			
Immediately Preemptible without Notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/W</u> Week: 10/22/12 10/28/121 1	•	.30	NN	1	\$125.00
22 WISN 10/27/12 10/27/12 BADGER v. MICHIGA		:30	No.		
Preemptible with Notice Start Date End Date Weekdays Spots/W Week: 10/22/12 10/28/121 1	eek <u>Rate</u> \$10,000,00	.50	NIV	1	\$10,000.00
23 WISN 10/27/12 10/27/12 News Sa BADGER	6-630pm	:30	NI	4	
Preemptible with Notice Start Date End Date Weekdays Spots/W. Week: 10/22/12 10/28/121- 1	·	.50	NM	1	\$1,500.00
24 WISN 10/27/12 10/27/12 BIG 12 SPORTS SAT	BADGl630-7p, 6-630p	:30	NM		
Immediately Preemptible without Notice  Start Date End Date Weekdays Spots/Week: 10/22/12 10/28/121- 1	eek <u>Rate</u> \$800.00		MINI	1	\$800.00
25 WISN 10/27/12 10/27/12 ABC Prime College For	otbal 7-1030p	:30	NM	1	£4 E00 00
Preemptible with Notice  Start Date End Date Weekdays Spots/We Week: 10/22/12 10/28/121- 1	eek <u>Rate</u> \$1,500.00		14141		\$1,500.00
26 WISN 10/29/12 10/31/12 News M-F 5a	5-6A	:30	NM	,	0000
Preemptible with Notice Start Date End Date Weekdays Spots/We Week: 10/29/12 11/04/12 MTW 3	eek <u>Rate</u> \$300.00	,,,,	IAIAI	3	\$900.00
27 WISN 10/29/12 10/31/12 News M-F 6a	6-7A	:30	NM	3	63.050.00
Preemptible with Notice Start Date End Date Weekdays Spots/We Week: 10/29/12 11/04/12 MTW 3	<u>eek</u> <u>Rate</u> \$750.00		MINI	S	\$2,250.00
28 WISN 10/29/12 10/31/12 Good Morning America	7-9a	:30	Alba	_	
Preemptible with Notice Start Date End Date Weekdays Spots/We Week: 10/29/12 11/04/12 MTW 6	<u>ek</u> <u>Rate</u> \$850.00	.00	NM	6	\$5,100.00
29 WISN 10/29/12 10/31/12 News M-F 430a	430-5a	:30			
Preemptible with Notice Start Date End Date Weekdays Spots/We Week: 10/29/12 11/04/12 MTW 2	<u>ek</u> <u>Rate</u> \$40.00	.50	NM	2	\$80.00
30 WISN 10/29/12 10/31/12 LIVE WITH KELLY & M	ICHA 9-10am	:30	NIBA	_	
Preemptible with Notice  Start Date End Date Weekdays Spots/Wee Week: 10/29/12 11/04/12 MTW 3		.50	NM	3	\$1,050.00
31 WISN 10/29/12 10/31/12 The View	10-11am	:30		_	
Preemptible with Notice Start Date End Date Weekdays Spots/Wee Week: 10/29/12 11/04/12 MTW 3		.00	NM l	3	\$2,100.00
32 WISN 10/29/12 10/31/12 ANDERSON COOPER	M-F 11A-12P	:30			
Preemptible with Notice		.50	NM	3	\$600.00

Obama/D/President

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**WISN TV** 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

Contract / Revision Alt Order # 966872 / 1 06389636 Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058 Advertiser

Original Date / Revision Obama/D/President 10/26/12 / 10/26/12

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         3	<u>Rate</u> \$200.00		ургород	ATTOUR
33 WISN 10/29/12 10/31/12 THE CHEW	12P-1P	.20		
Preemptible with Notice		:30	NM 3	\$900.00
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3				
34 WISN 10/29/12 10/31/12 General Hospital	\$300.00 1-2p			
Preemptible with Notice	1-2p	:30	NM 3	\$900.00
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	Rate		Į.	
35 WISN 10/29/12 10/31/12 KATIE COURIC	\$300.00		·	
Preemptible with Notice	M-F 2-3P	:30	NM 3	\$900.00
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u>			
	\$300.00			
36 WISN 10/29/12 10/31/12 3-4p Preemptible with Notice	3-4p	:30	NM 3	\$1,500.00
Start Date End Date Weekdays Spots/Week	Rate			
Week: 10/29/12 11/04/12 MTW 3	\$500.00			
37 WISN 10/29/12 10/31/12 DR. OZ Preemptible with Notice	4P-5P	:30	NM 3	\$1,500.00
Start Date End Date Weekdays Spots/Week	Rate			7 11000
vveek: 10/29/12 11/04/12 MTW 3	\$500.00			
38 WISN 10/29/12 10/31/12 News M-F 5p	5-530pm	:30	NM 3	\$2,400.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week	D-1-			Ψ2,400.00
Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$800.00			
39 WISN 10/29/12 10/31/12 News M-F 6p	6-630pm	:30	NM 3	f2 coo oo
Preemptible with Notice Start Date End Date Weekdays Spots/Meek	_		14141 2	\$3,600.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         3	<u>Rate</u> \$1,200.00			
40 WISN 10/29/12 10/31/12 Entertainment Tonight	630p-7pm	:30		
Preemptible with Notice		.50	NM 2	\$2,800.00
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$1,400.00			
41 WISN 10/29/12 10/31/12 Late News 10PM	10-1030p	.20		
Preemptible with Notice	10 1000р	:30	NM 2	\$3,600.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         2	Rate			
42 WISN 10/29/12 10/31/12 Late News 1030PM	\$1,800.00 1030p-11p			
Preemptible with Notice	1030p-11p	:30	NM 2	\$2,000.00
Week: 10/29/12 End Date Weekdays Spots/Week	Rate			
43 WISN 10/29/12 10/31/12 Nightline	\$1,000.00			
Preemptible with Notice	11p-1130p / 12-12:	:30	NM 2	\$1,200.00
Start Date End Date Weekdays Spots/Week	Rate			
Week: 10/29/12 11/04/12 MTW 2  44 WISN 10/29/12 10/31/12 Jimmy Kimmel	\$600.00			
44 WISN 10/29/12 10/31/12 Jimmy Kimmel Immediately Preemptible without Notice	1130-1230a / 11P-	:30	NM 2	\$50.00
- Companie Williout Hotile			ļ	

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759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

	Contract / Revision 966872 / 1	Alt Order # 06389636
Contract Dates 10/25/12 - 10/31/12	Product OBAMA 4 AMER *SKE	Estimate # 2058
Advertiser Obama/D/President		nal Date / Revision /26/12 / 10/26/12

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week	Rate Type	Spots	Amount
Start Date         End Date         Weekdays         Spots           Week: 10/29/12         11/04/12         MTW	<u>6/Week Rate</u> 2 \$25.00		77		Annount
45 WISN 10/29/12 10/31/12 ET M-F Immediately Preemptible without Notice	1230a-1a	:30	NM	2	\$50.00
Clast Data - Project - Andrew Control	<u>Rate</u> 2 \$25.00				
46 WISN 10/30/12 10/31/12 DWTS Results Sho Class of Time - Pre-emptible with notice	w Tue 7-8p	:30	NM	1	\$6,000.00
Charle Files I in the con-	<u>/Week</u> <u>Rate</u> 1 \$6,000.00		:		
		Totals		84	\$123,125.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	20	\$47,145.00	\$40,073,25
10/29/12 -10/31/12	64	\$75,980.00	\$64,583.00
Totals	84	\$123,125.00	\$104,656.25

Signature:	Date:	
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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### BILLING AND PAYMENTS

- (a) Station wilf, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

## OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and alter broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

## 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

## 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory 6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

## 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any

## 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### 9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) materials and other property furnish connection with broadcasts except	The Station shall exercise normal precautions in handling o hed by the Agency in connection with broadcasts hereunder, after its prior approval.	f property and mail, but assumes no liability for loss or damage to program or commercial The Station will not accept or process mail, correspondence, or telephone calls in

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof hereunder (excluding advertising agency commissions), but only to the extent that Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station Advertiser has theretofore made payment to the Agency thereon, and to the extent that party monies which may be or become payable by Advertiser or Agency, or that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be falling to make payment on as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.

  Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

/ 10/24/12

Product Code

# Contract Agreement Between: WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

CONTRACT

Obama/D/President

Contract / Revision Alt Order# 966872 06389636 Product OBAMA 4 AMER \*SKED A Contract Dates Estimate # 10/25/12 - 10/31/12 2058 <u>Advertiser</u> Original Date / Revision

> Billing Cycle Billing Calendar Cash/Trade EOM/EOC Broadcast Cash Station Account Executive Sales Office Will Hildebrandt WISN HRP -Washingto Special Handling **Demographic** Women 25-64

10/24/12

9912856 Agency Ref Advertiser Ref

Advertiser Code

IDB#

Greer Margolis Mitchell Burns 1010 Wisconsin Ave, Suite 800 Washington, DC 20007

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
1 WISN 10/29/12 10/29/12 Dancing	Prime Other	:30	NM 1	\$6,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1	<u>Rate</u> \$6,000.00			
2 WISN 10/29/12 10/29/12 Castle	Mon 9-10p	:30	NM 1	\$3,500.00
Immediately Preemptible without Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1	<u>Rate</u> \$3,500.00			77,500.00
3 WISN 10/30/12 10/30/12 DanceResults	Tue 7-8p	:30	NM 1	\$6,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1 1	<u>Rate</u> \$6,000.00			44,000.00
4 WISN 10/30/12 10/30/12 Private	Tue 9-10p	:30	NM 1	\$4,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1 1	<u>Rate</u> \$4,000.00			¥4,000.00
5 WISN 10/31/12 10/31/12 Middle/Neighbor	Wed 7-8p	:30	NM 1	\$4,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	<u>Rate</u> \$4,000.00			¥ 1,000.00
6 WISN 10/31/12 10/31/12 Modern/Suburg	Wed 8-9p	:30	NM 1	\$8,500.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/121 1	<u>Rate</u> \$8,500.00			Ψ0,000.00
7 WISN 10/31/12 10/31/12 Nashville	Wed 9-10p	:30	NM 1	\$4,500.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/121 1	<u>Rate</u> \$4,500.00			¥ 1,550.00
8 WISN 10/25/12 10/25/12 LastResort	Thu 7-8p	:30	NM 1	\$2,225.00
Preemptible with Notice Start Date	<u>Rate</u>			7-,-40,00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

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\*Line Ch Start Date End Date Description

End Date

10/28/12

End Date

10/28/12

End Date

End Date

10/28/12

End Date

10/28/12

10/28/12

10/25/12

10/25/12

10/26/12

10/28/12

10/28/12

Weekdays

Weekdays

Weekdays

2020

Weekdays

**AFHV** 

Weekdays

Once

----1

----1--

---1---

Scandal

---1---

---1---

Spots/Week

1

Spots/Week

1

Spots/Week

1

Spots/Week

1

Spots/Week

1

Spots/Week

1

10/27/12 Entertainment Tonite WeekerET Weekend

Start Date

WISN 10/25/12

WISN 10/25/12

Start Date

11 WISN 10/26/12

12 WISN 10/28/12

13 WISN 10/28/12

Start Date

20 WISN 10/27/12

Week: 10/22/12

End Date

10/28/12

Immediately Preemptible without Notice

**Weekdays** 

----1-

Preemptible with Notice Start Date

Preemptible with Notice

Preemptible with Notice Start Date

Preemptible with Notice Start Date

Preemptible with Notice

Week: 10/22/12

Week: 10/22/12

Week: 10/22/12

Week: 10/22/12

Week: 10/22/12

Contract / Revision Alt Order # 966872 06389636 Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

<u>Advertiser</u> Original Date / Revision 10/24/12 Obama/D/President / 10/24/12

Spots/ Start/End Time Davs Length Week Rate Type Spots Amount Rate \$2,225.00 Thu 8-9p :30 NM \$7,500.00 Rate \$7,500.00 Thu 9-10p :30 NM \$4,500.00 Rate \$4,500.00 Fri 9-10p :30 NM \$2,500.00 Rate \$2,500.00 Sun 6-7p :30 NM 1 \$2,500.00 <u>Rate</u>

NM

NM

1

\$20.00

\$4,000.00

:30

:30

Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/22/12 <del>----</del>1 10/28/12 1 \$4,000.00 14 WISN 10/28/12 10/28/12 ParkAve Sun 9-10p :30 NM 1 \$2,800.00 Preemptible with Notice Start Date End Date **Weekdays** Spots/Week Week: 10/22/12 10/28/12 ----1 \$2,800,00 15 WISN 10/25/12 10/28/12 10-1030p Late News 10PM :30 NM 3 \$5,400.00 Preemptible with Notice Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/22/12 10/28/12 ---TFSS \$1,800.00 16 WISN 10/28/12 10/28/12 Late News 10pm 10p-1030p :30 NM \$1,600.00 Preemptible with Notice Spots/Week Start Date Weekdays End Date Rate Week: 10/22/12 10/28/12 ----1 \$1,600.00 WISN 10/25/12 10/26/12 Jimmy Kimmel 1130-1230a / 11P-1 :30 NM \$25.00 Preemptible with Notice End Date Start Date Spots/Week **Weekdays** Rate Week: 10/22/12 10/28/12 ---TF--1 \$25.00 WISN 10/25/12 10/26/12 ET M-F 1230a-1a :30 NM \$25,00 Preemptible with Notice Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 ---TF--\$25.00 19 WISN 10/27/12 10/27/12 INSIDE THE HUDDLE INSIDE HUD 1035 :30 NM \$125.00 Immediately Preemptible without Notice

\$2,500.00

Sun 7-8p

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Rate

\$125.00

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Contract / Revision Alt Order # 966872 06389636

Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

<u>Advertiser</u> Original Date / Revision Obama/D/President 10/24/12 / 10/24/12

*Line Ch Start Date End Date Description	04-445-1-7	Spots/		
Start Date End Date Description  Start Date End Date Weekdays Spots/Week	Start/End Time	Days Length Week Rate	Type Spots	Amount
Week: 10/22/12 10/28/121- 1	<u>Rate</u> \$20.00			
21 WISN 10/28/12 10/28/12 Upfront	11-1130p	:30	NM	1 \$125.00
Immediately Preemptible without Notice	·			Ψ120.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$125.00			
22 WISN 10/27/12 10/27/12 BADGER v. MICHIGAN	230p-6p	:30		
Preemptible with Notice	230p-op	:30	NM	1 \$10,000.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u>			
Week: 10/22/12 10/28/121- 1	\$10,000.00			
23 WISN 10/27/12 10/27/12 News Sa BADGER	6-630pm	:30	NM	1 \$1,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week	Rate			
Week: 10/22/12 10/28/121 1	\$1,500.00			
24 WISN 10/27/12 10/27/12 BIG 12 SPORTS SAT BAD	Gl630-7p, 6-630p	:30	NM	1 \$800.00
Immediately Preemptible without Notice	_			7-00.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121- 1	<u>Rate</u> \$800.00			
25 WISN 10/27/12 10/27/12 ABC Prime College Footbal		:30	NM	1 #4 #00.00
Preemptible with Notice	1 1000p	.30	INIVI	1 \$1,500.00
Start Date   End Date   Weekdays   Spots/Week   Week: 10/22/12   10/28/12  1   1	Rate			
	\$1,500.00			
26 WISN 10/29/12 10/31/12 News M-F 5a Preemptible with Notice	5-6A	:30	NM	3 \$900.00
Start Date End Date Weekdays Spots/Week	Rate		l	
Week: 10/29/12 11/04/12 MTW 3	\$300.00			
27 WISN 10/29/12 10/31/12 News M-F 6a	6-7A	:30	NM	3 \$2,250.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week	D-4-		i	
Week: 10/29/12	<u>Rate</u> \$750.00			
28 WISN 10/29/12 10/31/12 Good Morning America	7-9a	:30	NM	\$5,100.00
Preemptible with Notice				\$ \$5,100.00
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 6	Rate		j	
	\$850.00			
29 WISN 10/29/12 10/31/12 News M-F 430a Preemptible with Notice	430-5a	:30	NM	2 \$80.00
Start Date End Date Weekdays Spots/Week	Rate			
Week: 10/29/12 11/04/12 MTW 2	\$40.00			
30 WISN 10/29/12 10/31/12 LIVE WITH KELLY & MICH.	A 9-10am	:30	NM	3 \$1,050.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week	Doto			
Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$350.00			
31 WISN 10/29/12 10/31/12 The View	10-11am	:30	NM	3 \$2,100.00
Preemptible with Notice				- +=,100.00
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$700.00			
32 WISN 10/29/12 10/31/12 ANDERSON COOPER	M-F 11A-12P	.20	<del></del>	
Preemptible with Notice	WI-F LIM-IZP	:30	МИ	3 \$600.00
•			Į.	

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Specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



Contract / Revision Alt Order # 966872 06389636

Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

Advertiser Original Date / Revision Obama/D/President 10/24/12 / 10/24/12

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         3	<u>Rate</u> \$200.00			
33 WISN 10/29/12 10/31/12 THE CHEW	12P-1P	:30	NM 3	\$900.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$300.00			
34 WISN 10/29/12 10/31/12 General Hospital	1-2p	:30	NM 3	\$900.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$300.00		5	Ψ300.00
35 WISN 10/29/12 10/31/12 KATIE COURIC	M-F 2-3P	:30	NM 3	\$900.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$300.00			7.00.00
36 WISN 10/29/12 10/31/12 3-4p	3-4p	:30	NM 3	\$1,500.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$500.00		; :	
37 WISN 10/29/12 10/31/12 DR. OZ	4P-5P	:30	NM 3	\$1,500.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$500.00			
38 WISN 10/29/12 10/31/12 News M-F 5p	5-530pm	:30	NM 3	\$2,400.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$800.00			
39 WISN 10/29/12 10/31/12 News M-F 6p	6-630pm	:30	NM 3	\$3,600.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$1,200.00			
40 WISN 10/29/12 10/31/12 Entertainment Tonight	630p-7pm	:30	NM 2	\$2,800.00
Preemptible with Notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$1,400.00			
41 WISN 10/29/12 10/31/12 Late News 10PM	10-1030p	:30	NM 2	\$3,600.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$1,800.00			
42 WISN 10/29/12 10/31/12 Late News 1030PM	1030p-11p	:30	NM 2	\$2,000.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$1,000.00			
43 WISN 10/29/12 10/31/12 Nightline	11p-1130p / 12-12	:30	NM 2	\$1,200.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$600.00			
44 WISN 10/29/12 10/31/12 Jimmy Kimmel Immediately Preemptible without Notice	1130-1230a / 11P-	:30	NM 2	\$50.00

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Contract / Revision Alt Order# 966872 06389636

Contract Dates Estimate # Product 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

Advertiser Original Date / Revision 10/24/12 / 10/24/12 Obama/D/President

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week R	Rate Type:	Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         2	<u>Rate</u> \$25.00				
45 WISN 10/29/12 10/31/12 ET M-F Immediately Preemptible without Notice	1230a-1a	:30	NM	2	\$50.00
Start DateEnd DateWeekdaysSpots/WeekWeek: 10/29/1211/04/12MTW2	<u>Rate</u> \$25.00				
N 46 WISN 10/30/12 10/31/12 DWTS Results Show	Tue 7-8p	:30	NM	1	\$6,000.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 -T 1	<u>Rate</u> \$6,000.00				
		Totals		84	\$123,125.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	20	\$47,145.00	\$40,073.25
10/29/12 -10/31/12	64	\$75,980.00	\$64,583.00
Totals	84	\$123,125.00	\$104,656.25

Signature:	Date:	

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# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### 1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### 3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

#### 6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

## 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

## 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### 9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after its prior approval.
(c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereounless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all uppoint billings for respective the payment of the paym

Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.

(e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]